

REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Date Advertised: **February 23, 2006**

RFP Title: **Insurance Tort Claims Manual Development**
Requesting Dept./ Div.: **Department of Executive Services – Risk Management**
RFP Number: **103-06CMB**
Due Date: **March 23, 2006 – no later than 2:00 P.M.**
Buyer: **Cathy M. Betts, cathy.betts@metrokc.gov (206) 263-4267**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Wednesday, March 8, 2006**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

| | | |
|--------------|-----------------------------------|---------------------|
| Company Name | | |
| Address | | City/State/Zip Code |
| Signature | Authorized Representative / Title | |
| E-mail | Phone | Fax |

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding the *Development of a Comprehensive Tort Liability Claims Handling Manual* for the *King County Department of Executive Services – Risk Management's use in its contracted handling of Sound Transit's Central Link Light Rail System*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *seven (7) copies* of the proposal response, data or attachments offered, for *eight (8) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Wednesday, March 8, 2006, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

<http://www.metrokc.gov/procurement/contact/findus.aspx>.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Friday, March 10, 2006 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy M. Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP *as issued* by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

| Contact Name | Title | Phone | E-mail address |
|--------------|-------|-------|----------------|
| | | | |
| | | | |

- R. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- S. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

| Type of exemption | Beginning Page / Location | Ending Page / Location |
|-------------------|---------------------------|------------------------|
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| | | |

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

STATEMENT OF PURPOSE

Development of a comprehensive tort liability claims handling policies and procedures manual for King County Risk Management's use in its claims handling, as a TPA, for Sound Transit's Central Link Light Rail System.

PART 1 - BACKGROUND INFORMATION

King County is a major political subdivision of the State of Washington, covering more than 2,100 square miles (1,768 square miles unincorporated) with a population of approximately 1.7 million. King County ranks as the 12th most populous county in the nation. King County government is responsible for providing regional County-wide services, as well as municipal services.

As a regional mass transit provider, King County with over 4460 employees in the Transit Division, provides regional bus service with approximately 1300 Buses including 26 electric trolley buses covering 68.5 miles of street and 237 Hybrid powered coaches that will run in the 1.3 mile downtown bus tunnel. The system covers 260 routes and delivers over 100 million passengers annually, traveling nearly 46 million miles in 2002. The Division controls 122 park-&-ride lots with a total capacity of 19,763 vehicles. The Division also operates a vanpool service with 650+ vans traveling 9.7 million miles and carrying 2.9 million passengers annually.

Sound Transit: In November 1996, voters in the urban areas of King, Pierce and Snohomish counties approved the creation of Sound Transit (ST). The agency's mission is to build and operate a regional mass transit system connecting the three-county Sound Transit district. The system includes a mix of mass transit improvements: high-occupancy vehicle (HOV) lane access improvements; ST Express bus routes; Sounder commuter rail and **Link Light Rail (Central Link)**. The system also includes new park-and-ride lots and transit centers.

Central Link Light Rail

The initial segment of the Central Link line is a 14-mile route that is to connect downtown Seattle, Southeast Seattle and the city of Tukwila near the Seattle-Tacoma International Airport. Its projected passenger service date is late 2008, early 2009. A 1.6-mile Tacoma Link light rail line that opened in August of 2003 connects the downtown Tacoma business, theater and university districts at the new Tacoma Dome Station.

County Obligations

Sound Transit has contracted with King County to perform all work related to operating and maintaining ST's Central Link Light Rail System. King County's obligations include but are not limited to, creating a separate Rail Section within the County's Transit Division to manage, operate and maintain Central Link.

The County's Risk Management Program will create a separate Link Risk Fund from which payments and reimbursements can be made and **will develop policies and procedures for the administration of the Link Risk Fund**. The procedures shall include, but are not limited to:

- Handling liability claims
- Establishing Reserves
- Making payments and transfers
- Handling recovery claims
- Accounting, reporting and auditing
- Establishing the amount and timing for initial deposits and requirements for additional deposits
- Procedures for the continuation of the Link Risk Fund during a "run-off" period

Proposers are encouraged to obtain more information about King County and Sound Transit by exploring the County's web site at: <http://www.metrokc.gov> and Sound Transit's web site at <http://www.SoundTransit.org/>

PART 2 - OVERVIEW: THE COUNTY RISK MANAGEMENT PROGRAM

In 1977, King County implemented an organized Risk Management program. The program is responsible for; a) developing and implementing plans to finance the County's loss exposure, which includes administration of the County's self-funded liability and catastrophic loss programs and the purchase of insurance; b) adjudicating and managing claims and lawsuits filed against the County; c) developing and maintaining standard hold-harmless and insurance provisions in all County capital improvement, service and contractor agreements; and d) developing and implementing loss prevention and control programs.

The Risk Management Office of King County is comprised of a 22 member staff.

The Risk Management program will handle approximately 2500 new third party claims and approximately 200 new lawsuits a year. (Approximately 1750 claims will be Transit related).

The focus of this Risk Management project will be to develop a claims manual outlining the best possible processes and procedures for handling Sound Transit's Central Link Light Rail claims and the administration of the Link Risk Fund.

PART 3 - OVERVIEW: Proposed Central Link Light Rail Claims Handling

ST has contracted with King County Risk Management to handle and adjust all tort claims related to the Central Link Light Rail. The County will create a Link Risk Fund as a separate fund from which the County shall make claims and expense payments. Sound Transit will make an initial deposit into the Link Risk Fund of an amount determined by an independent actuary or as agreed. Sound Transit will make payments as necessary to maintain the Risk Fund at the amount determined annually by said actuary. The County shall not be required to make any payments into the Link Risk Fund.

A. Link Risk Fund Procedures

The County shall develop procedures for claims handling and the administration of the Link Risk Fund that include, at a minimum, provisions for:

1. Investigation and settling of claims and establishing reserves for potential payments from the Risk Fund;
2. Making payments from and transfers to the Link Risk Fund;
3. Accounting, reporting and auditing on the Link Risk Fund;
4. Determining the timing and amount of Sound Transit's initial deposit into the Risk Fund and the requirements for additional funding from Sound Transit as determined annually by an independent actuary or as otherwise needed to enable the County to make the payments and transfers required herein; and
5. Continuation of the Link Risk Fund and these procedures during a "run-off period" after expiration or termination of the Agreement in order to administer Claims that relate to acts or omissions occurring prior to the expiration or termination.

B. Link Light Rail Employment Practice Claims:

1. County Responsibilities

The County will investigate and attempt to settle Employment Practice Claims and if appropriate, tender responsibility to contractors and/or insurance carriers.

C. Payment of Claims

The County will be responsible for paying any settlement or adjudicated amount for an Employment Practice Claim. Such payment shall be drawn from the Link Risk Fund.

D. Link Light Rail Third Party Claims:

1. County Responsibilities

The County will investigate, respond to, tender responsibility to contractors and/or insurance carriers, if appropriate, and attempt to settle Third Party Claims. Procedures for the administration of Claims, shall at a minimum, include best practices for:

- a. Investigation, handling and settling Link Light Rail claims including processes for administering Third Party Claims and seeking Sound Transit guidance and approval in the handling of such Claims with a reserve value of at least \$50,000;
- b. Process for retaining additional staff or staff with particular expertise for certain Third Party Claims that are reasonably likely to require extraordinary efforts to investigate, settle or litigate;
- c. Process for administering Third Party Claims and sharing the cost with the County's Risk Fund for matters in which the County's acts or omissions unrelated to Link are alleged to be a contributing cause;
- d. Process for administering Third Party Claims and sharing the cost with Sound Transit for matters in which Sound Transit's acts or omissions unrelated to Link are alleged to be a contributing cause;
- e. Process for administering Third Party Claims that are Claims made against the Link Risk Fund by either Party for injuries to persons and/or damages to property sustained by that Party's personnel and property when not engaged in Link Functions.
- f. Standards and process for seeking payments from contributory Third Parties, either before or after payment from the Link Risk Fund, including the joining of Third Parties in litigation, collection efforts and filing subrogation actions.
- g. Process for tendering defense to, and seeking payments from the County's or Sound Transit's contractors and/or insurance carriers.

E. Payment of Claims

The County shall use the Link Risk Fund to pay any settlement or adjudicated amount due for Third Party Claims. If the Link Risk Fund is inadequate to make such payment, Sound Transit shall deposit additional funds into the Link risk Fund as necessary to enable the County to make such payment and to replenish the Link Risk Fund.

F. DSTT CLAIMS: (Claims involving the joint use of the Downtown Seattle Transit Tunnel)

Pursuant to an agreement in 2002 among the parties and the City of Seattle, the Downtown Seattle Transit Tunnel (DSTT) will be refitted to facilitate the concurrent use of the DSTT by both bus service and Light Rail. Bus services permitted within the tunnel will be Metro Transit, operated by King County and Sound Transit Express Bus Service also operated by King County where King County retains the tort liability. Sound Transit's Central Link Light Rail which will also be operated by King County, however, Sound Transit will retain the tort liability there from through the Link Risk Fund.

King County and Sound Transit recognize that Third Parties may allegedly incur damages in the (DSTT) under circumstances other than boarding, de-boarding, riding in or being struck by a County bus, a Sound Transit Express bus or a Central Link train, such as slip and fall on the stairs or platform. The Parties agree that the County shall allocate all costs related to such an incident that is not clearly attributable to either a Party's bus or rail service between the County Risk Fund and the Link Risk Fund according to the percentage each shares for DSTT Common Elements operation and maintenance costs in effect at the time of the incident, including but not limited to the costs of investigation, handling, settlement, litigation and payment of any settlements and adjudicated amounts.

PART 4- GENERAL SERVICES REQUIRED**A. Performance Capacity Measurements**

The County has identified the following areas that are key components of the consultant's team. In order to assess the capacity and performance of the individual consultant teams in addressing this proposal, the County will critically examine the following components:

- * The quality of the consultant's experience and ability to meet King County's needs;
- * The ability of the consultant to assign appropriate levels of qualified personnel to this project;
- * The strength of resources (consultant's organization) to meet King County's project;
- * The willingness and ability to take on additional services/work if the need arises, subject to a negotiated fee schedule for those additional services.

B. Scope of Work

1. Consultant Services - this encompasses the research and development of a tort liability claims handling manual for the administration and disposition of third party claims filed against Sound Transit's Central Link Light Rail system. The manual shall also address processes and procedures for recovery of losses caused to Sound Transit's Property by third parties; recommended best practices for the establishment and funding of a Link Risk Fund; and the policies and procedures for the continuation of the Link Risk Fund During a "run-off" period.

The County will make available its claims handling manual, (currently in draft form), to be utilized in co-ordinating current processes, procedures and risk information management information system utilization.

2. Sound Transit and the County have agreed to the selection of 7 Light Rail Systems that are to be used as peer group comparisons. The consultant is expected to contact 2-3 of the agencies below and report on how each processes and funds it's liability for operations. The following are the seven peer agencies:
 - a. Houston's METRO-Rail (Metropolitan Transit Authority of Harris County Texas)
 - b. St. Louis Metrolink (BI-state Development Agency)
 - c. Salt Lake City TRAX LRT (Utah Transit Authority)
 - d. Denver FasTracks (Denver Regional Transportation District)
 - e. Buffalo Metro Rail (Niagara Frontier Transportation Authority)
 - f. Newark City Subway (New Jersey Transit)
 - g. Tri Met (Portland)
3. In addition to the general requirements in Part 4 above, the claims handling policies and procedures manual shall also specifically address the best practices for the following:
 - a. The case load based on the types of claims (Bodily injury, Property damage and other) that individual processors should handle.
 - b. Investigation standards and processes of incidents v. claims.
 - c. Processes and procedures for on-scene investigation, at the time of the incident and post incident.
 - d. Expectations in terms of timeliness for file creation, assignment, acknowledgement letters and follow-up diaries.
 - e. Content expectations in terms of communication(s) with various entities involved in the claims handling process. Inquiry/investigation letters and claim response letters.

- f. Content expectations in terms of file documentation, investigation reports, ADR or negotiation processes used/attempted and support for recommendation of settlement, proceed to litigation, or file closure.
 - g. Content of denial letters and any process for appeal.
 - h. Nature, scope and frequency of claims audits.
 - i. Content of and documentation associated with communication tendering claims and lawsuits to other entities, contractors and insurers as an additional insured.
 - j. Processes and procedures for identification of incidents and claims that should be reported to loss control for potential follow-up.
 - k. Litigation philosophy.
4. In addition to the above, the selected Consultant is expected to:
- a. Provide an OUTLINE of the proposed claims manual with a brief description of the subject matter in each item for review with the County within 45 days of the execution of the Contract.
 - b. Provide a DRAFT of the proposed claims manual within 90 days of the execution of this contract for review with the County and Sound Transit.
 - c. Complete revisions and deliver a Final Draft of the claims manual within 120 days of the execution of this Contract for review and comment by the County and Sound Transit.
 - d. Publish 12 copies of the final Claims Manual for delivery to the County and Sound Transit within 180 days of the execution of this contract.

PART 5- CONSULTANT COMPENSATION

The Consultant will be compensated on the basis of a professional fee related to the services rendered. The Consultant's fee is to be a lump sum for the services outlined below.

- A. Development of tort liability claims handling manual, includes:
- Initial meeting with the County and Sound Transit;
 - Research and review of all peer agencies policies and procedures and County provided materials
 - Meetings at 45, 90, 120, & 180 day deliverables
 - Procedures for handling and allocating claims within the DSTT
- B. Development of the policies and procedures for the recovery of losses caused to Sound Transit's Property by third parties,
- C. Development of the policies and procedures for the continuation of the Link Risk Fund during a run-off' period,
- D. Development of the policies and procedures for the establishment and funding of the Link Risk Fund.

The Consultant is to outline its fees for services outside the initial scope of services and additional meetings as may be required.

PART 6 - STATEMENT OF QUALIFICATIONS

All firms shall include in their responses the following requirements:

- A. The resumes of all staff (including any sub-contractors) assigned to work on this King County project;
- B. An organization chart of your firm's local office and an organization chart of the individuals involved in servicing the County's project;
- C. A list of additional in-house services and specialists, with their qualifications, available to support the needs of King County.

PART 7 - CONSULTANT'S PROPOSALS

Proposals shall cover the following items, titled as such, in the format below (A-E):

A. Areas of Services

A description of your firm's experience in providing the services, as outlined in the Scope of Work, for public entity clients and explain what distinguishes your firm from others in meeting the service needs of King County;

B. General Assessment:

Describe how your organization shall perform a general assessment of the liabilities associated with Light Rail mass transit and the Risk Management claims handling skills needed to provide a best practices approach in handling them. Describe a conceptual plan and schedule for developing a Risk Management program for handling Light Rail liability. In addition to a proposed self- insurance fund for Light Rail liability, identify any insurance policies that your firm believes should be considered and how to integrate same.

C. Innovation:

Describe some recent examples of innovative insurance or risk management programs your firm has offered to public entity clients;

D. Special Qualities:

Provide any additional information you feel would demonstrate your firm's capability and interest in working with King County's Risk Management Program;

E. Fee Structure:

Provide your fee structure covering each of the 4 items outlined in Part 5 Consultant Compensation.

PART 8 - EVALUATION CRITERIA

The Technical Evaluation Committee will evaluate the responsive proposals according to the following criteria:

- A. The quality of responsiveness to request for proposal (RFP) requirements, reflecting the firm's understanding of the County's service needs; **(20 points)**
- B. The qualifications, experience, and familiarity with municipal risk management and/or light rail claims issues of the individuals who will be assigned and spend the most time on this project; **(30 points)**
- C. The responses of other clients; **(10 points)**
- D. The most favorable total costs to King County. **(20 points)**
- F. In addition to assessing the written proposals, King County may conduct oral interviews of the top finalists if a selection is not made based on the written evaluation alone. The County reserves the right to visit the office of any firm providing a proposal in order to inspect the facilities, review established operating procedures, and meet key personnel. If interviews/site visits are conducted, they will be worth a maximum of **(20 points)**. Final award would then be based on the total overall score.

Total points possible **100**.

PART 9 - PROPOSED SCHEDULE (Some dates are subject to change)

| | |
|--------------------------------------|-------------------|
| RFP Issued | February 23, 2006 |
| Pre-Proposal Meeting, 10 a.m. | March 8, 2006 |
| Last day to submit written Questions | March 10, 2006 |
| Addendum issued if needed | March 14, 2006 |
| RFP due, no later than 2 p.m. | March 23, 2006 |
| Evaluation period starts | March 24, 2006 |

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or

representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: http://www.metrokc.gov/procurement/resources/forms_eb.aspx.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

- C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is

equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Seven (7) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

| URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately | |
|---|--|
|  King County | King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598 |
| Bid No. | RFP 103-06CMB |
| Bid Title | Tort Claims Manual Development |
| Due Date | |
| Vendor | |